REMARKS

Claims 1, 12, 24, 33 and 41-50 have been amended. No claims have been added or cancelled. Claims 1-50 are pending in the application. Reconsideration is respectfully requested in light of the following remarks.

Double Patenting Rejection:

The Office Action rejected claims 1-50 under the judicially created doctrine of obviousness-type double patenting as being unpatentable over claims of Waldo et al. (U.S. Pat. No. 6,237,009) (hereinafter "Waldo"). Applicants respectfully traverse this rejection for at least the following reasons.

Applicants' claim 1 recites sending a lease renewal response message automatically by a client message endpoint without intervention by the client process, wherein the client process is configured to send and receive messages via the same client message endpoint to access the resource provided by the service. Thus, claim 1 recites that the same message endpoint that is used by the client process to send and receive messages for accessing the resource provided by the service also sends the lease renewal response message automatically without intervention by the client process. Waldo's claims recite a lease manager that manages a lease on behalf of a client, but Waldo's claims do not suggest that the lease manager is also used as a client message endpoint by the client to send and receive messages to access a leased resource provided by a service.

The Examiner argues that it would be obvious to automate the process claimed by Waldo. However, even if the lease management claimed in Waldo is automated, it would not suggest that the same message endpoint that is used by the client process to send and receive messages for accessing the resource provided by the service also sends the lease renewal response message. Thus, Applicants' claim 1 is clearly not obvious from the claims of Waldo. Similar arguments apply to independent claims 12, 24 33, 41 and 46.

Section 103(a) Rejection:

The Examiner rejected claims 1-50 under 35 U.S.C. § 103(a) as being unpatentable over Wollrath et al. (U.S. Patent 5,832,529) (hereinafter "Wollrath"). Applicants respectfully traverse this rejection for at least the following reasons.

Regarding claim 1, Wollrath fails to teach or suggest <u>a client message endpoint receiving a lease renewal request message</u> that references the resource provided by the service. The Examiner cites claims 1, 9, 11 and 52, FIG. 2 and the Abstract of Wollrath, none of which describe or illustrate anything regarding receiving a lease renewal request message. Instead, claims 1, 11 and 52, FIG. 2 and the Abstract of Wollrath simply describe a process by which a client may obtain a shared lease for a resource for a granted lease period. Claim 9 of Wollrath mentions sending a request to the lease manager process for a new lease period upon a determination that the granted lease period is about to expire. However, this determination is made by the user of the resource based on the length of the granted lease period. The portions of Wollrath cited by the Examiner mention nothing of a client message endpoint receiving a lease renewal request message that references the resource provided by the service.

Furthermore, Wollrath does not teach or suggest the client message process sending a lease renewal response message automatically without intervention by the client process, wherein the client process is configured to send and receive messages via the same client message endpoint to access the resource provided by the service. The Examiner argues that it would be obvious to automate the lease renewal process in light of the teachings of Wollrath. First of all, as noted above, Wollrath does not mention anything regarding lease renewal messages and lease renewal response messages. Wollrath only mentions sending a request to the lease manager process for a new lease period upon a determination that the granted lease period is about to expire. This determination is made by the user of the resource based on the length of the granted lease period. The portions of Wollrath cited by the Examiner mention nothing of a client message endpoint receiving a lease renewal request message and sending a lease renewal

response message. Thus, even if the lease management of Wollrath was automated, it would not suggest a client message endpoint that receives a lease renewal request message and sends a lease renewal response message.

Furthermore, Wollrath does not teach or suggest that the same message endpoint that is used by the client process to send and receive messages for accessing the resource provided by the service also sends the lease renewal response message automatically without intervention by the client process. In Waldo, lease management communications are not performed through the same message endpoint that is used by the client process to send and receive messages for accessing the resource provided by the service. Thus, even if the lease management of Wollrath was automated, it would not suggest that the same message endpoint that is used by the client process to send and receive messages for accessing the resource provided by the service also sends the lease renewal response message automatically without intervention by the client process.

Thus, the rejection of claim 1, is not supported by the prior art and removal thereof is respectfully requested. Remarks similar to those above regarding claim 1 also apply to claims 24 and 41.

In regard to claim 12, Wollrath does not teach or suggest that the same message endpoint that is used by the client process to send and receive messages for accessing the resource provided by the service also sends the lease renewal message automatically without intervention by the client process. In Waldo, lease management communications are not performed through the same message endpoint that is used by the client process to send and receive messages for accessing the resource provided by the service. Thus, even if the lease management of Wollrath was automated, it would not suggest that the same message endpoint that is used by the client process to send and receive messages for accessing the resource provided by the service also sends the lease renewal message automatically without intervention by the client process. Therefore, the rejection of claim 12 is not supported by the cited art. Similar arguments apply in regard to claims 33 and 46.

Regarding claim 8, Wollrath fails to teach or suggest <u>wherein said service is a</u> <u>space service</u>, wherein said space service <u>comprises a plurality of service advertisements,</u> wherein each service advertisement <u>comprises information to enable access by client</u> <u>processes to resources</u> provided by a corresponding service; wherein said client process is a service, wherein said plurality of service advertisements <u>includes a service</u> <u>advertisement corresponding to said service;</u> and wherein said lease access to said resource is <u>lease access for publishing of said service advertisement,</u> wherein, during said publishing, <u>said service advertisement is accessible to client processes</u> of said space service. The Examiner rejects claim 8 by stating only, "the lease renewal notice would be an advertisement and would, inherently, contain an address to response to." The Examiner has not cited any portion of Wollrath, but instead attempts to reject claim 8 based only upon the Examiner own (erroneous) conclusory opinion regarding the teachings of Wollrath. Wollrath does not teach or suggest anything regarding a space service that comprises a plurality of service advertisements each of which includes information to enable access to resources provided by services. Nor does Wollrath mention anything regarding a client process that is a service, wherein the lease access to the resource is lease access for publishing of the service advertisement. The Examiner is merely using hindsight analysis in an attempt to insert the limitations of claim 8 into the teachings of Wollrath. Such a rejection is clearly improper. Furthermore, even the single statement by the Examiner completely ignores several of the limitations of claim 8 discussed above.

Thus, the rejection of claim 8 is not supported by the prior art and removal thereof is respectfully requested. Remarks similar to those above regarding claim 8 also apply to claims 9, 20, 21, 30, 38, and 48.

Regarding claim 16, Wollrath fails to teach or suggest a client process <u>accessing a</u> <u>service advertisement</u> for enabling access by client processes to resources provided by the service, the service advertisement <u>comprising: a message schema comprising descriptions</u> <u>of messages</u> for managing leases of resources provided by the service; and an address for

the service receiving the messages for managing leases of resources provided by the service. The Examiner rejects claim 16 stating only, "the lease renewal notice would be an advertisement and would, inherently, contain an address to response to", without pointing out any portion of Wollrath supporting his erroneous assertion. Wollrath does not teach or even mention anything regarding accessing a service advertisement that comprises a message schema including descriptions of messages for managing leases of resources provided by a service. The Examine has completely ignored this limitation of Applicants' claim 16. The Examiner is merely stating his own conclusions based upon hindsight speculation, unsupported by the cited prior art in any way. The Examiner is attempting to insert the concept of service advertisements into the teachings of Wollrath without any corresponding teaching in Wollrath or any suggestion or motivation for modifying Wollrath. Thus, the rejection of claim 16 is improper.

For at least the reasons above, the rejection of claim 16 is not supported by the prior art and removal thereof is respectfully requested.

Regarding claim 10, Wollrath fails to teach or suggest wherein the <u>messages are in a data representation language</u>. The Examiner asserts, "it would be inherent that the messages are in a data representation language as they represent data." The Examiner's statement is completely incorrect. Wollrath does not describe sending messages in a data representation language. Instead, Wollrath teaches that the various components of his system communicate via making calls to each other, such as Wollrath's "clean" and "dirty" calls. Wollrath is referring to procedure calls between components, which may include remote procedure calls (RMI). Procedure calls and remote procedure calls between software components do not traditionally use messages in a data representation language. Data for such calls is generally encoded in a message, such as through the process of marshalling, not described using a data representation language (such as XML).

Additionally, messages do not inherently use a data representation language just because they include data. Messages including data were used long before data

representation languages were available. A data representation language (e.g. XML) is a specific type of language used for describing or representing data (e.g. content). Thus, it is not inherent to use a data representation language for a message merely because the message includes data, as suggested by the Examiner.

Thus, the rejection of claim 10 is not supported by the prior art and removal thereof is respectfully requested. Remarks similar to those above regarding claim 10 also apply to claims 22, 31, 39, 44, and 49.

Regarding claim 11, Wollrath fails to teach or suggest that the data representation language is eXtensible Markup Language (XML). The Examiner argues, "XML is well known in the art to be used for computer messages." Although XML is well known *for certain uses* in the prior art, XML is not well known for making procedure calls between software components as used for lease management in Wollrath. Instead, as noted above regarding claim 10, data for such communication between components is generally encoded, such as through marshalling, and performed using programmatic calls (such as RMI described in Wollrath) rather than using a data representation language message, such as an XML message. Wollrath does teach anything that suggests using XML for communicating between the various components of his system.

Furthermore, as noted in § 2144.03(E) of the M.P.E.P., "[i]t is never appropriate to rely solely on common knowledge in the art without evidentiary support in the record as the principle evidence upon which a rejection is based." Thus, even if it were well known to use XML for procedure calls for lease management, which Applicants maintain it is not, the rejection of claim 11 would be improper because the Examiner has merely stated his opinion regarding XML without providing any evidentiary support for such a conclusion.

Thus, for at least the reasons presented above, the rejection of claim 11 is not supported by the prior art and removal thereof is respectfully requested. Remarks similar to those above regarding claim 11 also apply to claims 23, 32, 40, 45, and 51.

Applicant also asserts that numerous other ones of the dependent claims recite further distinctions over the cited art. However, since the independent claims have been shown to be patentably distinct, a further discussion of the dependent claims is not necessary at this time.

Information Disclosure Statements:

Applicants note that three different information disclosure statements with accompanying Forms PTO-1449 were submitted on August 6, 2001, August 16, 2001 and September 13, 2001, respectively. The Examiner response that only the August 6, 2001 IDS is "in the file and this was noted, signed and returned." Although the Examiner did return a copy of the signed and initialed form PTO-1449 from the statement of August 6, 2001, the Examiner did not return copies of the signed and initialed forms PTO-1449 from the statements of August 16, 2001 and September 13, 2001. Applicants have the date-stamped return postcards (copies of which are included herewith) showing that the August 16, 2001 and September 13, 2001 IDS submissions and references were received by the Patent Office. Applicants request the Examiner to locate and carefully consider the listed references and return copies of the signed and initialed Forms PTO-1449 from both of these statements. Applicants also note that three additional IDSs were submitted: both an electronic and a non-electronic IDS on December 22, 2004 and a non-electronic IDS on January 20, 2005. The non-electronic IDS mailed on December 22, 2004 listed two related applications: 09/653,216 and 09/653,609. The references from the IDSs of August 16, 2001 and September 13, 2001 that the Examiner claims are missing were also submitted in these two applications. Thus, if the Examiner cannot locate the references in the present application file, Applicants note that the Examiner may obtain the references from the submissions for 09/653,216 and 09/653,609. Copies of the 1449 forms from these IDSs are included herewith for the Examiner's convenience.

CONCLUSION

Applicants submit the application is in condition for allowance, and notice to that effect is respectfully requested.

If any extension of time (under 37 C.F.R. § 1.136) is necessary to prevent the above referenced application from becoming abandoned, Applicants hereby petition for such extension. If any fees are due, the Commissioner is authorized to charge said fees to Meyertons, Hood, Kivlin, Kowert, & Goetzel, P.C. Deposit Account No. 501505/5181-63600/RCK.

Also enclosed herewith are the following items:

☒ Return Receipt Postcard

☐ Petition for Extension of Time

☐ Notice of Change of Address

☐ Fee Authorization Form authorizing a deposit account debit in the amount of $ for fees ( ).

☒ Copy of date-stamped return postcards and 1449s from IDSs of 8/16/2001 and 9/13/2001

☒ IDS, Form PTO-1449 and references E17-E37

Respectfully submitted,

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Date: ___March 9, 2005___